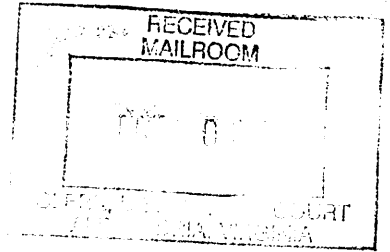


UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA



Alexander Otis Matthews
plaintiff

v.

Case No. 1:14-cv-207-LO_MSN

Estrategia Inwertimentos, S.A., et al
defendants

Plaintiff's Response To Defendants Bruce H. Haglund's
& Wilson, Haglund, And Paulsen's Motion To Dismiss

Alexander Otis Matthews, pro se, respectfully files his response under Local Rule 7(K) to the defendant's motion to dismiss, as follows:

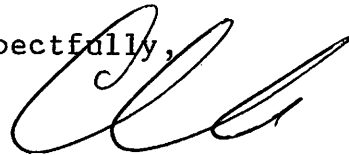
1. In their motion to dismiss defendants Bruce H. Haglund and Wilson, Haglund, & Paulsen (the "defendants" hereinafter) argue that the Court lacks both subject matter jurisdiction and personal jurisdiction over them, and that the plaintiff lacks the standing to sue on behalf of American Investments Real Estate Corporation ("AIREC" hereinafter). The plaintiff will address each issue in turn.
2. As to the issue of the plaintiff's lack of standing to litigate on behalf of AIREC, VA Code 13.1-751 governs the issue. It holds, in relevant part, that "If any domestic corporation fails to pay by June 1 of the year assessed the annual registration fee, together with any penalty and interest, the Commission shall mail notice to the corporation of its impending termination of corporate existence. Such corporation shall thereupon automatically be terminated if any such fee, penalty, or interest is unpaid as of September 1 of that year, and its properties and affairs shall automatically pass to its directors as trustees in liquidation." The plaintiff has already shown in his suit the cancellation of AIREC's corporate existence and his right to litigate on behalf of the dissolved entity. Thus the defendants' challenge regarding standing must fail.
3. As to the issue of lack of subject matter jurisdiction and personal jurisdiction, Va Code Ann. 55-22 governs the issue. In Virginia the law allows " a third party to take an interest under an instrument, although not a party to it, if the promise is made for the third party's benefit and the evidence shows that the contracting parties clearly and definitely intended to confer a benefit upon such third party." see BIS Computer Solutions, Inc., v. City of Richmond, 122 Fed. Appx. 608, 611 (4th Cir 2005). The lawsuit makes plain that AIREC was not only a beneficiary of the Escrow Agreement (contract) governing the S.W.I.F.T. transaction, it was the primary beneficiary because the S.W.I.F.T transmission was created solely to help AIREC fulfill

its call option of the financial instrument. AIREC was not a signatory to the Escrow Agreement, but it was expressly named and stated as the beneficiary of the MT-199 at the center of the contract itself. Under VA law AIREC need'nt be a signatory, it need only be a beneficiary, which it clearly is in the case at bar. Because it is a beneficiary of the contract, because the plaintiff can represent the affairs of AIREC under VA Code Ann 13.7-752, and because both the plaintiff and AIREC are Virginia residents, the challenge to standing and personal and subject matter jurisdiction are moot as a matter of law.

4. The Sworn Declaration of A.J. Berrones submitted by the defendants, line 6, states "At no time was Berrones doing business with American Investments Real Estate Corporation ("AIREC") or Alexander Otis Matthews (the "Plaintiff"). As proven by the email attached here as Exhibit A, this is a false statement submitted by the defendants to the Court. The email contradicts directly the sworn statement from Mr. Berrones saying that "At no time was Berrones LLC" doing business with AIREC or the plaintiff. Not only does the email sent directly from Mr. Berrones to the plaintiff show him directly transacting with the plaintiff and discussing the S.W.I.F.T. transmission, there is more revealed by the email. Mr. Berrones is shown attempting to dress the plaintiff down when the plaintiff took it upon himself to directly email Estrategia Investimentos's compliance officer about the whereabouts of the S.W.I.F.T that A.J Berrones is trying to falsely convince the plaintiff has been sent and received by Volksbank. The plaintiff knows that something unsavory is afoot, which is belied by the anger Mr. Berrones shows when he finds out that the plaintiff has circumvented him and made direct contact with Estrategia Investimentos in an effort to find out the real status of the transmission's whereabouts. The email exchange, therefore, is telling...it reveals direct contact between the plaintiff (AIREC) and Estrategia, as well as direct contact between A.J. Berrones and the plaintiff (AIREC), and shows that the defendants have submitted false information to the Court in support of their motion.

For the reasons contained herein the plaintiff respectfully asks the Court to deny the defendants' motion to dismiss.

Respectfully,



Alexander Otis Matthews
24394-016
LSCI Allenwood
PO BOX 1000
White Deer, PA 17887


Date: 10/25/17

Certificate of Service

Alexander Otis Matthews hereby certifies that a true copy of this document was sent via first class aml, postage prepaid, to the following persons and entities:

1. Charles B. Molster, III - at 2141 Wisconsin Avenue, N.W., Suite M. Washington DC 20007
2. Bruce H. Haglund - at 20 Foxboro, Irvine, CA 92614
3. Wilson, Haglund, & Paulsen - at 20 Foxboro, Irvine, CA 92614

Date: 10/25/17


Alexander Otis Matthews
24394-016
LSCI Allenwood
PO BOX 1000
White Deer, PA 17887

Fw: Fwd: Green Energy Swift

EXHIBIT A

airec@erols.com

Fri 10/22/10 12:45 AM

Alex Matthews (alexandermatthews87@hotmail.com)

From: airec@erols.com

Date: Thu, 21 Oct 2010 20:51:16 +0000

To: Jay (AJ) Berrones<aj@ajbassociates.com>; Terry Hester<terryhester1@gmail.com>; Ben Penfield<benpenfield@yahoo.com>; Goldie Dickey<goldie@metrobancorp.net>

ReplyTo: airec@erols.com

Subject: Re: Fwd: Green Energy Swift

Mr Berrones:

Let me first apologize for the oversight, nothing untowards was done or implied.....In the moment I didn't even realize I was crossing the line of contact . The party receiving the swift told me and pressured me to get all possible information on Estrategia so that we could get them comfortable and get this matter concluded for the good of all of us .

This transaction is time sensitive as I have said, and I was just trying to get what I could on my own rather than sit back and do nothing. I sent the banker a simple email request and limited my request to the matter at hand . I am a not a person who circumvents colleagues in business and other such ridiculous and shortsighted maneuversMr Hester and I are looking for long terms relationships based on trust and success and we are upstanding people who don't need to be scolded as such.

And lastly, I'm the person who structured this deal and these are my contacts we are dealing with in a area of securities and bank debentures that most people don't have clue about. So the next time you make a comment about my banking acumen I suggest you speak to my partner Mr Hester and let him give you a feel for what I know and don't know about banks and their procedures.

Alex Matthews

From: "aj@ajbassociates.com" <aj@ajbassociates.com>

Date: Thu, 21 Oct 2010 12:50:08 -0700

To: airec@erols.com<airec@erols.com>; Hester Terry<terryhester1@gmail.com>; Penfield Ben<benpenfield@yahoo.com>; Dickey Goldie<goldie@metrobancorp.net>

Subject: Fwd: Green Energy Swift

Alex

You are instructed to cease any and all communication with my bank or bankers. Your actions are unauthorized and this will not be tolerated.

As you can see in my email to Terry on the 19th you are clearly instructed not to have unauthorized contact with my bank or bankers.

This is typical of persons that don't understand the banking world and procedures.

A. J. Berrones

From: "

" <

>

Date: October 19, 2010 12:16:00 PM CDT

To: Terry Hester < >
Subject: SWIFT DRAFT

Terry

Please see the email below. It shows the banker ordering the swift from Estrategia. Please have all parties refrain from any unauthorized calls to my bankers. I am leaving the contact info on there to add credibility.

Thank you

Jay

Begin forwarded message:

From: "Goldie
Date: October 18, 2010 7:04:34 PM
To: si
Cc: si, briany
Subject: FW: SWIFT DRAFT

Dear Dr. R

Attached THE VERBIAGE THAT I'll be needing to go out tonight to the bank
coordinates below via MT 199.

Bank Name: Altofin Bancorp Limited
Through: Magyarorszagi Volksbank ZRT
Swift Code: MAVOHUHBXXX
Account No.
For Further Credit: C O N S I R U S A G
Account No.:

Kindly send me a copy once done. Thank you very much.

Sincerely:
Goldie Dickey
Metropolitan Bancorp Ltd.
Level

Phone:

Fax:

United States Contact Information

California Branch:

Office
Efax
Mobile

Oklahoma Branch:

6A

Office:
Fax:
Mobile:
Email:
Website:

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A.J. Berrones
A.J. Berrones and Associates, LLC
Phone
EFax

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